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10 Attorneys for Plaintiff
11 KARMA AUTOMOTIVE, LLC

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 KARMA AUTOMOTIVE, LLC,

15 Plaintiff,

16 v.

17 POWERSOURCE, LLC; and DOES 1-
18 20, inclusive,

19 Defendants.

Case No. 8:16-cv-00530-TJH-MRW

**STIPULATED PROTECTIVE
ORDER**

Courtroom: 550
Judge: Michael R. Wilner
Trial Date: None set.
Date Action Filed: Mar. 16, 2016

20 1. INTRODUCTION

21 1.1 PURPOSES AND LIMITATIONS

22 Discovery in this action is likely to involve production of confidential,
23 proprietary, or private information for which special protection from public
24 disclosure and from use for any purpose other than prosecuting this litigation may
25 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
26 enter the following Stipulated Protective Order. The parties acknowledge that this
Order does not confer blanket protections on all disclosures or responses to
discovery and that the protection it affords from public disclosure and use extends

1 only to the limited information or items that are entitled to confidential treatment
2 under the applicable legal principles. The parties further acknowledge, as set forth
3 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to
4 file confidential information under seal; Civil Local Rule 79-5 sets forth the
5 procedures that must be followed and the standards that will be applied when a
6 party seeks permission from the court to file material under seal.

7 1.2 GOOD CAUSE STATEMENT

8 This action involves, among other things, alleged misappropriation of
9 certain confidential, proprietary, trade secret software, as well as the alleged
10 unauthorized use of certain other intellectual property and the alleged need for
11 discovery of confidential information, intellectual property and secrets maintained
12 by the Parties. Accordingly, the special protection of these and other trade secrets
13 and valuable research, development, commercial, financial, technical and/or
14 proprietary information from public disclosure and from use for any purpose other
15 than prosecution of this action is warranted. *See* Fed. R. Civ. P. 26(c)(1)(G) (“The
16 court may, for good cause, issue an order to protect a party or person...[,] requiring
17 that a trade secret or other confidential research, development, or commercial
18 information not be revealed or be revealed only in a specified way.”). Such alleged
19 trade secret, confidential and/or proprietary materials and information allegedly
20 includes, among other things, certain engineering specifications, schematics,
21 software and hardware and designs of the same, source code, and other confidential
22 intellectual property, as well as proprietary or confidential business or financial
23 information, information regarding confidential business practices, or other
24 confidential research, development, or commercial information, information
25 otherwise generally unavailable to the public, or which may be privileged or
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1 otherwise protected from disclosure under state or federal statutes, court rules, case
 2 decisions, or common law and disclosure of which to another Party or Non-Party
 3 would create a substantial risk of serious harm.

4 Accordingly, to expedite the flow of information, to facilitate the
 5 prompt resolution of disputes over confidentiality of discovery materials, to
 6 adequately protect information the parties are entitled to keep confidential, to
 7 ensure that the parties are permitted reasonable necessary uses of such material in
 8 preparation for and in the conduct of trial, to address their handling at the end of
 9 litigation, and serve the ends of justice, a protective order for such information is
 10 justified in this matter. It is the intent of the parties that information will not be
 11 designated as confidential for tactical reasons and that nothing be so designated
 12 without a good faith belief that it has been maintained in a confidential, non-public
 13 manner, and there is good cause why it should not be part of the public record in
 14 this case.

15 Additionally, there is a need for a two-tiered, attorneys' eyes only
 16 protective order that designates certain material as "HIGHLY CONFIDENTIAL -
 17 ATTORNEYS' EYES ONLY," as this action involves allegations that one or more
 18 individuals affiliated with a Party (as defined below in Paragraph 2.11)
 19 misappropriated certain trade secrets and/or other confidential or proprietary
 20 information and because discovery in this matter may seek highly confidential
 21 trade secrets of the Parties. *See Elements Spirits, Inc. v. Iconic Brands, Inc.*, Civ.
 22 No. CV 15-02692 DDP(AGRx), 2016 WL 2642206, at *1-*2 (C.D. Cal. May 9,
 23 2016) (holding that protective order with attorneys' eyes only designation was
 24 warranted to protect party's confidential information) (citing *Nutratech, Inc. v.*
 25 *Syntech Int'l, Inc.*, 242 F.R.D. 552, 555 (C.D. Cal. 2008); *Brown Bag Software v.*
 26

1 *Symantec Corp.*, 960 F.2d 1465, 1470 (9th Cir. 1992)). The unauthorized or
 2 otherwise improper use of a Party's confidential, proprietary, or trade secret
 3 information gained through discovery in this action is likely to cause grave and
 4 irreparable harm to the other Party. Thus, a two-tiered designation system is
 5 warranted to protect the parties' confidential, proprietary, and trade secret
 6 information, including, without limitation, any proprietary technology, from
 7 improper disclosure and the attendant risk of grave competitive harm.

8 2. DEFINITIONS

9 2.1 Action: this pending federal lawsuit.

10 2.2 Challenging Party: a Party or Non-Party that challenges the
 11 designation of information or items under this Order.

12 2.3 "CONFIDENTIAL" Information or Items: information (regardless of
 13 how it is generated, stored or maintained) or tangible things that qualify for
 14 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
 15 the Good Cause Statement.

16 2.4 "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY"
 17 Information or Items: sensitive "Confidential Information or Items," disclosure of
 18 which to another Party or Non-Party would create a substantial risk of serious harm
 19 that could not be avoided by less restrictive means, and that qualifies for protection
 20 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
 21 Cause Statement.

22 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
 23 their support staff).

24 2.6 Designating Party: a Party or Non-Party that designates information or
 25 items that it produces in disclosures or in responses to discovery as
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1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES
2 ONLY.”

3 2.7 Disclosure or Discovery Material: all items or information, regardless
4 of the medium or manner in which it is generated, stored, or maintained (including,
5 among other things, testimony, transcripts, and tangible things), that are produced
6 or generated in disclosures or responses to discovery in this matter.

7 2.8 Expert: a person with specialized knowledge or experience in a matter
8 pertinent to the litigation who has been retained by a Party or its counsel to serve as
9 an expert witness or as a consultant in this Action.

10 2.9 House Counsel: attorneys who are employees of a party to this Action.
11 House Counsel does not include Outside Counsel of Record or any other outside
12 counsel.

13 2.10 Non-Party: any natural person, partnership, corporation, association,
14 or other legal entity not named as a Party to this action.

15 2.11 Outside Counsel of Record: attorneys who are not employees of a
16 party to this Action but are retained to represent or advise a party to this Action and
17 have appeared in this Action on behalf of that party or are affiliated with a law firm
18 which has appeared on behalf of that party, and includes support staff.

19 2.12 Party: any party to this Action, including all of its officers, directors,
20 employees, consultants, retained experts, and Outside Counsel of Record (and their
21 support staffs).

22 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
23 Discovery Material in this Action.

24 2.14 Professional Vendors: persons or entities that provide litigation
25 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
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1 demonstrations, and organizing, storing, or retrieving data in any form or medium)
 2 and their employees and subcontractors.

3 2.15 Protected Material: any Disclosure or Discovery Material that is
 4 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -
 5 ATTORNEYS’ EYES ONLY.”

6 2.16 Receiving Party: a Party that receives Disclosure or Discovery
 7 Material from a Producing Party.

8 3. SCOPE

9 The protections conferred by this Stipulation and Order cover not only
 10 Protected Material (as defined above), but also (1) any information copied or
 11 extracted from Protected Material; (2) all copies, excerpts, summaries, or
 12 compilations of Protected Material; and (3) any testimony, conversations, or
 13 presentations by Parties or their Counsel that might reveal Protected Material.

14 Any use of Protected Material at trial shall be governed by the orders of the
 15 trial judge. This Order does not govern the use of Protected Material at trial.

16 4. DURATION

17 Even after final disposition of this litigation, the confidentiality obligations
 18 imposed by this Order shall remain in effect until a Designating Party agrees
 19 otherwise in writing or a court order otherwise directs. Final disposition shall be
 20 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
 21 with or without prejudice; and (2) final judgment herein after the completion and
 22 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
 23 including the time limits for filing any motions or applications for extension of time
 24 pursuant to applicable law.

25 5. DESIGNATING PROTECTED MATERIAL

1 5.1 Exercise of Restraint and Care in Designating Material for Protection.

2 Each Party or Non-Party that designates information or items for protection under
3 this Order must take care to limit any such designation to specific material that
4 qualifies under the appropriate standards. The Designating Party must designate for
5 protection only those parts of material, documents, items, or oral or written
6 communications that qualify so that other portions of the material, documents,
7 items, or communications for which protection is not warranted are not swept
8 unjustifiably within the ambit of this Order.

9 Mass, indiscriminate, or routinized designations are prohibited.
10 Designations that are shown to be clearly unjustified or that have been made for an
11 improper purpose (*e.g.*, to unnecessarily encumber the case development process or
12 to impose unnecessary expenses and burdens on other parties) may expose the
13 Designating Party to sanctions.

14 If it comes to a Designating Party's attention that information or items
15 that it designated for protection do not qualify for protection, that Designating Party
16 must promptly notify all other Parties that it is withdrawing the inapplicable
17 designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in
19 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
21 under this Order must be clearly so designated before the material is disclosed or
22 produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (*e.g.*, paper or electronic
25 documents, but excluding transcripts of depositions or other pretrial or trial
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proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” (hereinafter “CONFIDENTIAL/AEO legend”), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL/AEO legend” to each page that contains Protected Material.

If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the margins).

(b) for testimony given in depositions or hearings that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition or hearing, specifying that it contains testimony or evidence which is either CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a

1 prominent place on the exterior of the container or containers in which the
 2 information is stored the legend “CONFIDENTIAL” or “HIGHLY
 3 CONFIDENTIAL - ATTORNEYS’ EYES ONLY.” If only a portion or portions of
 4 the information warrants protection, the Producing Party, to the extent practicable,
 5 shall identify the protected portion(s).

6 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 7 failure to designate qualified information or items does not, standing alone, waive
 8 the Designating Party’s right to secure protection under this Order for such
 9 material. Upon timely correction of a designation, the Receiving Party must make
 10 reasonable efforts to assure that the material is treated in accordance with the
 11 provisions of this Order.

12 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

13 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 14 designation of confidentiality at any time that is consistent with the Court’s
 15 Scheduling Order.

16 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 17 resolution process (and, if necessary, file a discovery motion) under Local Rule
 18 37.1 *et seq.*

19 6.3 The burden of persuasion in any such challenge proceeding shall be on
 20 the Designating Party. Frivolous challenges, and those made for an improper
 21 purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other
 22 parties) may expose the Challenging Party to sanctions. Unless the Designating
 23 Party has waived or withdrawn the confidentiality designation, all parties shall
 24 continue to afford the material in question the level of protection to which it is
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entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Disclosure of “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted

1 in writing by the Designating Party as provided below, a Receiving Party may
 2 disclose any information or item designated “HIGHLY CONFIDENTIAL -
 3 ATTORNEYS’ EYES ONLY” only to those individuals listed above in Paragraphs
 4 7.2(a), (c)–(g), (i), except that a Receiving Party may in good faith request that the
 5 Designating Party consent in writing to the disclosure of particular material
 6 designated “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” to one or
 7 more representatives of the Receiving Party to whom disclosure is reasonably
 8 necessary for this Action. The Receiving Party may seek leave of court to
 9 designate such representatives if the Receiving Party believes that the Designating
 10 Party has unreasonably withheld such consent. Before receiving any information
 11 designated “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY,” each
 12 designated representative shall sign the “Acknowledgment and Agreement to Be
 13 Bound” (Exhibit A).

14 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
 15 IN OTHER LITIGATION

16 If a Party is served with a subpoena or a court order issued in other litigation
 17 that compels disclosure of any information or items designated in this Action as
 18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES
 19 ONLY,” that Party must:

20 (a) promptly notify in writing the Designating Party. Such
 21 notification shall include a copy of the subpoena or court order;

22 (b) promptly notify in writing the party who caused the subpoena or
 23 order to issue in the other litigation that some or all of the material covered by the
 24 subpoena or order is subject to this Protective Order. Such notification shall
 25 include a copy of this Stipulated Protective Order; and
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1 (c) cooperate with respect to all reasonable procedures sought to be
2 pursued by the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served with
4 the subpoena or court order shall not produce any information designated in this
5 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’
6 EYES ONLY” before a determination by the court from which the subpoena or
7 order issued, unless the Party has obtained the Designating Party’s permission. The
8 Designating Party shall bear the burden and expense of seeking protection in that
9 court of its confidential material and nothing in these provisions should be
10 construed as authorizing or encouraging a Receiving Party in this Action to disobey
11 a lawful directive from another court.

12 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
13 PRODUCED IN THIS LITIGATION

14 (a) The terms of this Order are applicable to information produced
15 by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
16 CONFIDENTIAL - ATTORNEYS’ EYES ONLY.” Such information produced by
17 Non-Parties in connection with this litigation is protected by the remedies and relief
18 provided by this Order. Nothing in these provisions should be construed as
19 prohibiting a Non-Party from seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery
21 request, to produce a Non-Party’s confidential information in its possession, and the
22 Party is subject to an agreement with the Non-Party not to produce the Non-Party’s
23 confidential information, then the Party shall:

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(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court.

Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of

1 this Order, and (d) request such person or persons to execute the “Acknowledgment
2 and Agreement to Be Bound” that is attached hereto as Exhibit A.

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
4 PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain
6 inadvertently produced material is subject to a claim of privilege or other
7 protection, the obligations of the Receiving Parties are those set forth in Federal
8 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
9 whatever procedure may be established in an e-discovery order that provides for
10 production without prior privilege review. Pursuant to Federal Rule of Evidence
11 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
12 of a communication or information covered by the attorney-client privilege or work
13 product protection, the parties may incorporate their agreement in the stipulated
14 protective order submitted to the court.

15 12. MISCELLANEOUS

16 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
17 person to seek its modification by the Court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this
19 Protective Order no Party waives any right it otherwise would have to object to
20 disclosing or producing any information or item on any ground not addressed in
21 this Stipulated Protective Order. Similarly, no Party waives any right to object on
22 any ground to use in evidence of any of the material covered by this Protective
23 Order.

24 12.3 Filing Protected Material. A Party that seeks to file under seal any
25 Protected Material must comply with Civil Local Rule 79-5. Protected Material
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1 may only be filed under seal pursuant to a court order authorizing the sealing of the
2 specific Protected Material at issue. If a Party's request to file Protected Material
3 under seal is denied by the court, then the Receiving Party may file the information
4 in the public record unless otherwise instructed by the court.

5 13. FINAL DISPOSITION

6 After the final disposition of this Action, as defined in paragraph 4, within 60
7 days of a written request by the Designating Party, each Receiving Party must
8 return all Protected Material to the Producing Party or destroy such material. As
9 used in this subdivision, "all Protected Material" includes all copies, abstracts,
10 compilations, summaries, and any other format reproducing or capturing any of the
11 Protected Material. Whether the Protected Material is returned or destroyed, the
12 Receiving Party must submit a written certification to the Producing Party (and, if
13 not the same person or entity, to the Designating Party) by the 60 day deadline that
14 (1) identifies (by category, where appropriate) all the Protected Material that was
15 returned or destroyed and (2) affirms that the Receiving Party has not retained any
16 copies, abstracts, compilations, summaries or any other format reproducing or
17 capturing any of the Protected Material. Notwithstanding this provision, Counsel
18 are entitled to retain an archival copy of all pleadings, motion papers, trial,
19 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
20 and trial exhibits, expert reports, attorney work product, and consultant and expert
21 work product, even if such materials contain Protected Material. Any such archival
22 copies that contain or constitute Protected Material remain subject to this Protective
23 Order as set forth in Section 4 (DURATION).

1 14. Any willful violation of this Order may be punished by civil or criminal
2 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
3 authorities, or other appropriate action at the discretion of the Court.

4
5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6
7 Dated: _____

Germain D. Labat

8
9 Dated: _____

Daniel Berko

10
11 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED

12
13 Dated: 9/16/16

/S/ MICHAEL R. WILNER
HON. MICHAEL R. WILNER
United States Magistrate Judge

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

1 I, _____ [full name], of _____
 2 [full address], declare under penalty of perjury that I have read in its entirety and
 3 understand the Stipulated Protective Order that was issued by the United States
 4 District Court for the Central District of California on [date] in the case of
 5 _____ [insert case name and number]. I agree to comply with and to be
 6 bound by all the terms of this Stipulated Protective Order and I understand and
 7 acknowledge that failure to so comply could expose me to sanctions and
 8 punishment in the nature of contempt. I solemnly promise that I will not disclose in
 9 any manner any information or item that is subject to this Stipulated Protective
 10 Order to any person or entity except in strict compliance with the provisions of this
 11 Order.
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13 I further agree to submit to the jurisdiction of the United States District Court
 14 for the Central District of California for the purpose of enforcing the terms of this
 15 Stipulated Protective Order, even if such enforcement proceedings occur after
 16 termination of this action. I hereby appoint _____ [full
 17 name] of _____ [full address and
 18 telephone number] as my California agent for service of process in connection
 19 with this action or any proceedings related to enforcement of this Stipulated
 20 Protective Order.

21 Date: _____ Printed name: _____

22 City and State where signed: _____ Signature: _____
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CERTIFICATE OF SERVICE

1 I hereby certify that on September 16, 2016, a copy of the foregoing
2 **STIPULATED PROTECTIVE ORDER** was filed electronically and served by
3 mail on anyone unable to accept electronic filing. Notice of this filing will be sent
4 by e-mail to all parties by operation of the court's electronic filing system or by
5 mail to anyone unable to accept electronic filing as indicated on the Notice of
6 Electronic Filing. Parties may access this filing through the court's EM/ECF
7 System.

8 /s/ Germain D. Labat
9 Germain D. Labat
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